

<i>SERFF Tracking Number:</i>	<i>HARL-126404049</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life and Annuity Insurance Company</i>	<i>State Tracking Number:</i>	<i>44579</i>
<i>Company Tracking Number:</i>	<i>LA-1308(08)REV</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Flexible Premium Universal Life Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>Founders II/LA-1308(08)Rev</i>		

## Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: Flexible Premium Universal Life SERFF Tr Num: HARL-126404049 State: Arkansas

Insurance Policy

TOI: L09I Individual Life - Flexible Premium

SERFF Status: Closed-Approved-

State Tr Num: 44579

Adjustable Life

Closed

Sub-TOI: L09I.001 Single Life

Co Tr Num: LA-1308(08)REV

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jane Chapman, Roberta

Disposition Date: 01/15/2010

Chu, Barbara Warren, Frank

Durante

Date Submitted: 01/14/2010

Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Founders II

Status of Filing in Domicile: Authorized

Project Number: LA-1308(08)Rev

Date Approved in Domicile: 12/02/2009

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 01/15/2010

Explanation for Other Group Market Type:

State Status Changed: 01/15/2010

Deemer Date:

Created By: Roberta Chu

Submitted By: Roberta Chu

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the subject forms for your review and approval. The forms are new.

The policy is an Individual Flexible Premium Universal Life Insurance product and will be marketed on an individual basis to the general public, solicited to individuals ages 0-85 through licensed agents and brokers. The policy is subject to our normal underwriting requirements and will be illustrated. Included in the policy form are the unisex pages that will

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Adjustable Life  
Product Name: Flexible Premium Universal Life Insurance Policy  
Project Name/Number: Founders II/LA-1308(08)Rev

be used when the policy is issued on a unisex basis.

Once approved, the policy is intended to replace a currently marketed product. The policy is substantially similar to policy LA-1308(08) approved by your Department on 10/06/2008 with the major changes outlined below:

- Page 3 – changed the Minimum Account Value Interest Rate to be 3.00% for all years;
- Pages 3, 10 – removed the Account Value Interest Rate Enhancement;
- Page 12 – clarified Policy Default and Reinstatement language (this required we update the 1st sentence at the bottom of page 3 to be consistent);
- Page 13 – changed (a) under the Interest Charged to Indebtedness from 4% to language that is compliant with the variable rate language of the NAIC Interest Rates on Policy Loans Model regulation; and
- Page 14 – changed the Interest Credited to the Loaned Account to be a daily rate equivalent to an annual effective rate at least equal to the Minimum Account Value Interest Rate.

As a result of these changes, we are re-filing the entire policy and have revised the Policy Jacket form number to add “Rev” to designate a new form.

Also attached are new specification pages 3A & 3B which represent an alternate plan design, ie “lower cost option”. The form numbers are denoted with the suffix ‘LTV’. This option (alternate plan design) is identical to the base policy in all aspects except that when this option is elected, the following pricing elements will change:

- no Premium Charge is deducted (Page 3A), and
- the Surrender Charges are higher and the period is a longer duration (Page 3B).

When this plan is elected by the policy owner, these specification pages would replace those in the base policy. The rest of the base policy would remain the same. Once this plan is elected by the policy owner and issued, it cannot be changed or revoked.

Lastly, attached is new Term Life Rider Monthly Maximum Rates Specification Page 4 which will be issued when a term rider is attached to a policy. The language at the bottom of the page indicates that the maximum rider charge rates are based on the same mortality table used for the maximum cost of insurance rates for the base policy. Please note that we have also attached the current rates for the Term Rider that was approved by your Department on 4/10/2008 under state tracking number 38465.

Variable text is enclosed in brackets. Such language will vary based only on issue-specific information, ie. issue age, gender, if applicable, and risk class. Refer to the Statements of Variability for a description of the bracketing parameters.

Actuarial information for the base policy and the alternate plan design is included, as well as any additional supporting material required by your Department.

Your review and approval of this submission is appreciated. Please feel free to contact me with any questions you may,

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 Adjustable Life  
 Product Name: Flexible Premium Universal Life Insurance Policy  
 Project Name/Number: Founders II/LA-1308(08)Rev

thank you.

Best Regards,

## Company and Contact

### Filing Contact Information

Roberta Chu, Contract Analyst roberta.chu@hartfordlife.com  
 200 HopmeadowRd 860-843-4317 [Phone]  
 Simsbury, CT 06089 860-843-5194 [FAX]

### Filing Company Information

Hartford Life and Annuity Insurance Company	CoCode: 71153	State of Domicile: Connecticut
200 Hopmeadow Street	Group Code: 91	Company Type: Life
Simsbury, CT 06089	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 39-1052598	

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$50.00	01/14/2010	33542040



SERFF Tracking Number:	HARL-126404049	State:	Arkansas
Filing Company:	Hartford Life and Annuity Insurance Company	State Tracking Number:	44579
Company Tracking Number:	LA-1308(08)REV		
TOI:	L09I Individual Life - Flexible Premium	Sub-TOI:	L09I.001 Single Life
	Adjustable Life		
Product Name:	Flexible Premium Universal Life Insurance Policy		
Project Name/Number:	Founders II/LA-1308(08)Rev		

## Disposition

Disposition Date: 01/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-126404049 State: Arkansas

Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 44579

Company Tracking Number: LA-1308(08)REV

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: Flexible Premium Universal Life Insurance Policy

Project Name/Number: Founders II/LA-1308(08)Rev

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandums		No
Supporting Document	Statements of Variability		Yes
Form	Flexible Premium Universal Life Insurance Policy		Yes
Form	Specification Page		Yes
Form	Specification Page		Yes
Form	Specification Page		Yes

SERFF Tracking Number: HARL-126404049 State: Arkansas

Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 44579

Company Tracking Number: LA-1308(08)REV

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: Flexible Premium Universal Life Insurance Policy

Project Name/Number: Founders II/LA-1308(08)Rev

## Form Schedule

Lead Form Number: LA-1308(08)Rev

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LA-1308(08)Rev	Policy/Cont Flexible Premium Reract/Fratern Universal Life Insurance Policy Certificate	Initial		50.000	LA-1308(08)Rev for AR.pdf
	1308(3A)LTV	Policy/Cont Specification Page ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	1308(3A)LTV.pdf
	1308(3B)LTV	Policy/Cont Specification Page ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	1308(3B)LTV.pdf
	1308(4)	Policy/Cont Specification Page ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	1308(4).pdf

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<i>Product Name:</i>	<i>Flexible Premium Universal Life Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>Founders II/LA-1308(08)Rev</i>		
	<b>nt or Rider</b>		

Hartford Life and Annuity Insurance Company  
Hartford, Connecticut 06104-2999  
(A stock insurance company)  
(the "Company")

For more information or assistance regarding Your Policy, You may contact Us at the following address:

Individual Life Operations  
[P.O. Box 64582  
St. Paul, Minnesota 55164-0582  
Telephone Number: 1-800-243-5433]

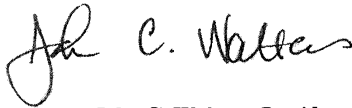
We will pay the Death Proceeds to the Beneficiary if the Insured dies while this Policy is in force. Payment will be made after We receive Due Proof of Death of the Insured, at Our Individual Life Operations facility in St. Paul, Minnesota.

Signed for the Company

[



Donald C. Hunt, *Secretary*



John C. Walters, *President* ]

**READ YOUR POLICY CAREFULLY**

This is a legal contract between You and Us

**RIGHT TO EXAMINE POLICY**

We want You to be satisfied with the Policy You have purchased. We urge You to examine it closely. If, for any reason You are not satisfied, You may deliver or mail the Policy to Us or to the agent from whom it was purchased anytime during Your free look period. Your free look period begins on the day You get Your Policy and ends ten days after You receive it. In such an event, the Policy will be rescinded and We will pay an amount equal to the total premiums paid for the Policy less any Indebtedness and Withdrawals.

Flexible Premium Universal Life Insurance Policy  
Death Proceeds Payable at Death of the Insured as described On Page 7  
Adjustable Death Benefit as described under Increases and Decreases in Face Amount on Page 8  
See Insurance Class shown on Page 3  
Premiums Payable as shown on Page 3  
Non-Participating

**FLEXIBLE PREMIUM  
UNIVERSAL LIFE INSURANCE POLICY**



## TABLE OF CONTENTS

	Page
Policy Specifications	3
Definitions	5
Death Benefit	7
Increases and Decreases in Face Amount	8
Premiums	9
Account Value, Cash Value and Cash Surrender Value	10
Interest Credits	10
Monthly Deduction Amount	10
Insurance Class Changes	11
Policy Default and Grace Period	12
Reinstatement	12
Policy Loans	13
Withdrawals	14
Surrenders	15
Payments By Us	15
The Contract	15
Ownership and Beneficiary	16
Termination	17
Continuation Beyond the Insured's Attained Age 120	17
Payment of Death Proceeds	18
Income Settlement Options	18
Any Riders follow page	19

## POLICY SPECIFICATIONS

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### POLICY INFORMATION

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<b>Policy Type:</b>	FLEXIBLE PREMIUM UNIVERSAL LIFE
<b>Policy Number:</b>	[UL0000001]
<b>Policy Date:</b>	[JANUARY 1, 2010]
<b>Date of Issue:</b>	[JANUARY 1, 2010]
<b>Owner:</b>	[JOHN DOE]
<b>Beneficiary:</b>	[JANE DOE]
<b>Insured:</b>	[JOHN DOE]
<b>Issue Age/Sex:</b>	[35, MALE]
<b>Insurance Class:</b>	[PREFERRED/NON-NICOTINE]

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### DEATH BENEFIT INFORMATION

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<b>Initial Face Amount:</b>	[\$100,000]
<b>Death Benefit Option:</b>	[A (LEVEL OPTION)]
<b>Death Benefit Option C Limit:</b>	[NOT APPLICABLE]

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### PREMIUM INFORMATION

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<b>Initial Planned Premium:</b>	[\$1,000.00]
<b>Payment Frequency:</b>	[ANNUAL]
<b>No Lapse Guarantee Period:</b>	[JANUARY 1, 2010 – DECEMBER 31, 2014]
<b>Monthly No Lapse Guarantee Premium:</b>	[\$39.60]

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### ACCOUNT VALUE INFORMATION

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<b>Minimum Account Value Interest Rate:</b>	<b><u>PERCENT OF VALUE</u></b> 3.00% (EFFECTIVE ANNUAL)
<b>Definition of Life Insurance Test:</b>	[GUIDELINE PREMIUM/CASH VALUE CORRIDOR TEST]

It is possible, during the first five Policy Years, that coverage will terminate if the Cash Value, less Indebtedness, is insufficient to pay the Monthly Deduction Amount. Thereafter, it is possible that coverage will terminate if the Account Value is insufficient to pay the Monthly Deduction Amount. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited, loans or Withdrawals taken and the cost of additional benefits. The Planned Premium may need to be increased to keep this Policy and coverage in force. If the Policy terminates for reasons other than death of the Insured or Cash Surrender, there will be no Death Benefit or Cash Surrender Value.

## POLICY SPECIFICATIONS

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### POLICY INFORMATION

---

<b>Policy Type:</b>	FLEXIBLE PREMIUM UNIVERSAL LIFE
<b>Policy Number:</b>	[UL0000001]
<b>Policy Date:</b>	[JANUARY 1, 2010]
<b>Date of Issue:</b>	[JANUARY 1, 2010]
<b>Owner:</b>	[JOHN DOE]
<b>Beneficiary:</b>	[JANE DOE]
<b>Insured:</b>	[JOHN DOE]
<b>Issue Age:</b>	[35]
<b>Insurance Class:</b>	[PREFERRED/NON-NICOTINE]

---

### DEATH BENEFIT INFORMATION

---

<b>Initial Face Amount:</b>	[\$100,000]
<b>Death Benefit Option:</b>	[A (LEVEL OPTION)]
<b>Death Benefit Option C Limit:</b>	[NOT APPLICABLE]

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### PREMIUM INFORMATION

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<b>Initial Planned Premium:</b>	[\$1,000.00]
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POLICY NUMBER: UL0000001

## POLICY SPECIFICATIONS

### POLICY CHARGES

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#### DEDUCTIONS FROM PREMIUM PAYMENTS

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<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
Maximum Premium Charge:	ALL	4.00%
Tax Charge:	ALL	[1.75%]*

\* THE TAX PERCENTAGE RATE DEPENDS UPON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY. IF YOUR RESIDENT STATE OR MUNICIPALITY CHANGES OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS TAX RATE, THE TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE.

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#### MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

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POLICY NUMBER: UL0000001

## POLICY SPECIFICATIONS

### POLICY CHARGES

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#### MAXIMUM SURRENDER CHARGES

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POLICY YEAR	SURRENDER CHARGE
1	[\$825.00
2	788.00
3	750.00
4	450.00
5	375.00
6	300.00
7	225.00
8	150.00
9	75.00]
10+	0

POLICY NUMBER: UL0000001

## POLICY SPECIFICATIONS

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### SCHEDULED FACE AMOUNT INCREASES

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<u>DATE OF INCREASE</u>	<u>SCHEDULED INCREASE AMOUNT</u>
[JANUARY 1, 2015	\$75,000
JANUARY 1, 2020	\$75,000
JANUARY 1, 2025	\$75,000
JANUARY 1, 2030	\$75,000]

**POLICY SPECIFICATIONS**


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**TABLE OF MINIMUM DEATH BENEFIT PERCENTAGES  
AND MONTHLY MAXIMUM COST OF INSURANCE RATES PER \$1,000**


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ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
35	250.00	0.090833	78	105.00	4.537500
36	250.00	0.095833	79	105.00	5.072500
37	250.00	0.100000	80	105.00	5.655833
38	250.00	0.107500	81	105.00	6.320000
39	250.00	0.114167	82	105.00	7.011667
40	250.00	0.121667	83	105.00	7.757500
41	243.00	0.131667	84	105.00	8.583333
42	236.00	0.144167	85	105.00	9.505833
43	229.00	0.158333	86	105.00	10.528333
44	222.00	0.175000	87	105.00	11.645000
45	215.00	0.194167	88	105.00	12.841667
46	209.00	0.212500	89	105.00	14.104167
47	203.00	0.232500	90	105.00	15.421667
48	197.00	0.244167	91	104.00	16.660833
49	191.00	0.257500	92	103.00	17.952500
50	185.00	0.276667	93	102.00	19.315000
51	178.00	0.299167	94	101.00	20.754167
52	171.00	0.330000	95	101.00	22.265833
53	164.00	0.363333	96	101.00	23.649167
54	157.00	0.405833	97	101.00	25.124167
55	150.00	0.458333	98	101.00	26.698333
56	146.00	0.511667	99	101.00	28.378333
57	142.00	0.569167	100	101.00	30.175000
58	138.00	0.618333	101	101.00	31.600833
59	134.00	0.675000	102	101.00	33.120000
60	130.00	0.743333	103	101.00	34.736667
61	128.00	0.826667	104	101.00	36.456667
62	126.00	0.928333	105	101.00	38.260833
63	124.00	1.042500	106	101.00	40.179167
64	122.00	1.162500	107	101.00	42.218333
65	120.00	1.289167	108	101.00	44.385833
66	119.00	1.417500	109	101.00	46.688333
67	118.00	1.547500	110	101.00	49.132500
68	117.00	1.687500	111	101.00	51.728333
69	116.00	1.832500	112	101.00	54.483333
70	115.00	2.008333	113	101.00	57.409167
71	113.00	2.205000	114	101.00	60.512500
72	111.00	2.463333	115	101.00	63.805833
73	109.00	2.735833	116	101.00	67.299167
74	107.00	3.022500	117	101.00	71.004167
75	105.00	3.335833	118	101.00	74.935000
76	105.00	3.677500	119	101.00	79.101667]
77	105.00	4.074167			

THE MINIMUM DEATH BENEFIT PERCENTAGE FOR ATTAINED AGE 120 AND BEYOND WILL BE 101.00. THE MINIMUM DEATH BENEFIT PERCENTAGES ARE DETERMINED TO COMPLY WITH SECTION 7702 OF THE INTERNAL REVENUE CODE. THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE 2001 COMMISSIONERS STANDARD ORDINARY, MALE OR FEMALE, SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING.

**POLICY SPECIFICATIONS**


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**TABLE OF MINIMUM DEATH BENEFIT PERCENTAGES  
AND MONTHLY MAXIMUM COST OF INSURANCE RATES PER \$1,000**


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ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
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50	185.00	0.276667	93	102.00	19.315000
51	178.00	0.299167	94	101.00	20.754167
52	171.00	0.330000	95	101.00	22.265833
53	164.00	0.363333	96	101.00	23.649167
54	157.00	0.405833	97	101.00	25.124167
55	150.00	0.458333	98	101.00	26.698333
56	146.00	0.511667	99	101.00	28.378333
57	142.00	0.569167	100	101.00	30.175000
58	138.00	0.618333	101	101.00	31.600833
59	134.00	0.675000	102	101.00	33.120000
60	130.00	0.743333	103	101.00	34.736667
61	128.00	0.826667	104	101.00	36.456667
62	126.00	0.928333	105	101.00	38.260833
63	124.00	1.042500	106	101.00	40.179167
64	122.00	1.162500	107	101.00	42.218333
65	120.00	1.289167	108	101.00	44.385833
66	119.00	1.417500	109	101.00	46.688333
67	118.00	1.547500	110	101.00	49.132500
68	117.00	1.687500	111	101.00	51.728333
69	116.00	1.832500	112	101.00	54.483333
70	115.00	2.008333	113	101.00	57.409167
71	113.00	2.205000	114	101.00	60.512500
72	111.00	2.463333	115	101.00	63.805833
73	109.00	2.735833	116	101.00	67.299167
74	107.00	3.022500	117	101.00	71.004167
75	105.00	3.335833	118	101.00	74.935000
76	105.00	3.677500	119	101.00	79.101667]
77	105.00	4.074167			

THE MINIMUM DEATH BENEFIT PERCENTAGE FOR ATTAINED AGE 120 AND BEYOND WILL BE 101.00. THE MINIMUM DEATH BENEFIT PERCENTAGES ARE DETERMINED TO COMPLY WITH SECTION 7702 OF THE INTERNAL REVENUE CODE. THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE 2001 COMMISSIONERS STANDARD ORDINARY, MALE, SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING.

## DEFINITIONS

The definitions in this section apply to the following words and phrases whenever and wherever they appear in the Policy.

**Account Value:** this is the amount on which You earn interest credits. It is equal to the accumulation of Net Premiums received, plus interest, less the Monthly Deduction Amounts, less Withdrawals.

**Amount at Risk:** on any Monthly Activity Date, the Amount at Risk equals the Death Benefit less the Account Value prior to assessing the Monthly Deduction Amount. On any other date, the Amount at Risk equals the Death Benefit less the Account Value.

**Attained Age:** the Insured's Issue Age plus the number of completed Policy Years.

**Beneficiary:** the person or entity named in Our records to receive the Death Benefit upon the death of the Insured.

**Cash Surrender Value:** Your Cash Value, less any Indebtedness.

**Cash Value:** Your Account Value, less any applicable Surrender Charges.

**Company, We, Us, Our:** the Company referred to on the first page of the Policy.

**Cumulative No Lapse Guarantee Premium:** the premium required to maintain the No Lapse Guarantee. On the Policy Date, the Cumulative No Lapse Guarantee Premium is the Monthly No Lapse Guarantee Premium shown on Page 3. On each Monthly Activity Date thereafter, the Cumulative No Lapse Guarantee Premium is: (a) the Cumulative No Lapse Guarantee Premium on the previous Monthly Activity Date; plus (b) the current Monthly No Lapse Guarantee Premium.

**Date of Issue:** the date shown in the Policy Specifications from which Suicide and Incontestability provisions are measured. The date may be different from the Policy Date.

**Death Benefit:** the amount used to calculate the Death Proceeds. On the Policy Date, the Death Benefit is determined by the Death Benefit Option You selected on Your application. Thereafter, it may change in accordance with the terms of the Death Benefit Option provision, the Minimum Death Benefit provision and any additional benefits provided by rider which may be attached to this Policy.

**Death Benefit Option:** the Death Benefit Option selected by You and in effect determines how the Death Benefit is calculated as described under the Death Benefit provision.

**Death Proceeds:** the amount which We will pay on the death of the Insured as described under the Death Benefit provision.

**Due Proof of Death:** (a) a certified death certificate, an order of a court of competent jurisdiction, or any other proof acceptable to Us; and (b) proof of interest of the claimant satisfactory to Us.

**Face Amount:** an amount We use to determine the Death Benefit. On the Policy Date, the Face Amount equals the Initial Face Amount shown in the Policy Specifications. Thereafter, it may change in accordance with the terms of the Increases and Decreases in Face Amount, Death Benefit Option Changes, and Withdrawals provisions.

**In Writing:** in a written form satisfactory to Us.

**Indebtedness:** all loans taken on the Policy plus any interest charged on loans minus any loan repayments.

**DEFINITIONS  
(Continued)**

**Insured:** the person whose life is insured under the Policy as shown in the Policy Specifications.

**Internal Revenue Code:** the Internal Revenue Code of 1986, as amended.

**Issue Age:** the Insured's age on his/her birthday nearest the Policy Date.

**Loaned Account Value:** the portion of the Account Value that is segregated to serve as collateral for any Indebtedness.

**Minimum Account Value Interest Rate:** the lowest interest rate that will be credited to Your Account Value. The Minimum Account Value Interest Rate is an annual effective rate and is shown in the Policy Specifications.

**Monthly Activity Date:** the Policy Date and the same date in each succeeding month as the Policy Date.

**Monthly Deduction Amount:** an amount deducted from Your Account Value on each Monthly Activity Date.

**Net Premium:** the amount of premium credited to the Account Value. It is the premium paid minus the Deductions from Premium Payments shown in the Policy Specifications.

**Owner:** the individual(s) or entity shown in the Policy Specifications unless later changed as set forth in the Change of Owner or Beneficiary provision.

**Planned Premium:** the amount that You intend to pay into the Policy. The initial Planned Premium is shown in the Policy Specifications.

**Policy Anniversary:** an anniversary of the Policy Date.

**Policy Date:** the date shown in the Policy Specifications from which Policy Anniversaries and Policy Years are determined. This is the date on which Monthly Deductions begin.

**Policy Years:** years as measured from the Policy Date.

**Surrender Charge:** a charge that is assessed if You surrender the Policy for its Cash Surrender Value.

**Withdrawal:** a portion of the Account Value that We will pay to You upon Your request.

**You, Your:** the Owner of the Policy.

## GENERAL

The Policy will become effective if and when:

- (a) it is delivered to the Owner and while the Insured is alive;
- (b) all answers in the application continue to be true and complete at the time of delivery;
- (c) We receive the initial premium payment while the Insured is alive; and
- (d) The initial premium payment is sufficient to cover the Monthly Deduction Amount as of the Policy Date.

## DEATH BENEFIT

### General

Subject to the terms of this Policy and while it is in force, We will pay the Death Proceeds to the Beneficiary(ies) upon Our receipt of Due Proof of Death of the Insured.

### Death Proceeds

Death Proceeds equal the Death Benefit less Indebtedness and less any due and unpaid Monthly Deduction Amounts occurring during a Policy Grace Period. The Death Benefit is equal to the greater of the Death Benefit provided by the Death Benefit Option chosen and the Minimum Death Benefit.

Any Monthly Deduction Amounts taken after the date of the Insured's death and before We receive Due Proof of Death will be added to the Account Value for purposes of determining Death Proceeds. All amounts used in determining the Death Proceeds are calculated as of the date We receive Due Proof of Death.

We will pay interest on the Death Proceeds (including any premiums paid for any period beyond the end of the Policy month in which death occurred) of at least 2% per year (or higher, if required by the laws of the state in which this Policy is issued) from the date We receive Due Proof of Death of the Insured to the date payment is made or an Income Settlement Option is elected. If settlement is not made within 30 days of the date We receive Due Proof of Death of the Insured, We will pay interest on the Death Proceeds at the rate of 8% per year beginning on the 30th day following receipt of Due Proof of Death to the date payment is made or an Income Settlement Option is elected.

If the Insured dies after We receive a request In Writing from You to surrender the Policy, the Cash Surrender Value will be paid in lieu of the Death Proceeds

### Death Benefit Options

You have four Death Benefit Options available. Options A, B and C are available at issue. Option D is not available at issue, however, You may change from Option B to Option D as described under Death Benefit Option Changes.

- 1. Under Option A (Level Option), the Death Benefit is the current Face Amount.
- 2. Under Option B (Return of Account Value Option), the Death Benefit is the current Face Amount, plus the Account Value on the date We receive due proof of the Insured's death.
- 3. Under Option C (Return of Premium Option), the Death Benefit is the current Face Amount, plus the lesser of:
  - (a) the sum of the premiums paid; or
  - (b) the Death Benefit Option C Limit shown in the Policy Specifications.
- 4. Under Option D (Decreasing Option) the Death Benefit is the current Face Amount, plus the lesser of:
  - (a) the Account Value on the date We receive due proof of the Insured's death; or
  - (b) the Option Adjustment Amount. On the date You change Your Death Benefit from Option B (Return of Account Value) to Option D (Decreasing Option), the Option Adjustment Amount is the Account Value on the date of the change. Thereafter, the Option Adjustment Amount will be reduced by any Withdrawals. Refer to the Withdrawals provision for more information.

### Death Benefit Option Changes

You may change Your Death Benefit Option, subject to the conditions described here. You must notify Us In Writing or in a manner satisfactory to Us of the change. Such change will be effective on the Monthly Activity Date following the date We receive the request and the conditions are met.

## **DEATH BENEFIT (Continued)**

The following changes are allowed with no evidence of insurability required, unless an Option Change from Option B to Option A would result in a Face Amount that exceeds Our then current guidelines and limitations as described in 4. below:

1. You may change from Option A (Level Option) to Option B (Return of Account Value Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change, decreased by the then current Account Value.
2. You may change from Option B (Return of Account Value Option) to Option D (Decreasing Option). The Option D Death Benefit is the current Face Amount increased by the lesser of:
  - (a) the Account Value on the date We receive Due Proof of Death of the Insured;  
or
  - (b) the Option Adjustment Amount.
3. You may change from Option C (Return of Premium Option) to Option A (Level Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change.
4. You may change from Option B (Return of Account Value Option) to Option A (Level Option). However, if this change would result in a Face Amount that exceeds our guidelines and limitations that may be in effect, You must provide evidence of insurability satisfactory to Us. If You do, the Face Amount will become the Face Amount immediately prior to the option change increased by the Account Value on the date of the option change.

Only the Death Benefit Option changes described above may be made.

### **Minimum Death Benefit**

For policies that meet the definition of life insurance under the Guideline Premium/Cash Value Corridor Test prescribed by the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the Account Value multiplied by the Minimum Death Benefit Percentage for the then current Policy Year.

For policies that meet the definition of life insurance under the Cash Value Accumulation Test prescribed by the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the Account Value minus the present value of charges for qualified additional benefit riders (as defined by the Internal Revenue Code), multiplied by the Minimum Death Benefit Percentage as shown in the Policy Specifications for the then current Policy Year.

To the extent this increase in the Death Benefit would result in an Amount at Risk that exceeds Our guidelines and limitations that may be in effect, We reserve the right to:

- (a) distribute to You a portion of the Cash Surrender Value sufficient to continue to qualify the Policy as life insurance and such that the Amount at Risk does not exceed Our guidelines and limitations in effect; or
- (b) require evidence of insurability satisfactory to Us.

The Minimum Death Benefit is determined by using the Account Value on the date We receive Due Proof of Death of the Insured. Any Monthly Deduction Amounts taken after the date of the Insured's death and before We receive Due Proof of Death will be added to the Account Value for purposes of determining Death Proceeds.

## **INCREASES AND DECREASES IN FACE AMOUNT**

### **General**

At any time after the first Policy Year, You may make a request In Writing or in a manner satisfactory to Us to change the Face Amount. The minimum amount by which the Face Amount can be increased or decreased is based on Our rules then in effect. We reserve the right to limit You to one increase or decrease in any 12 month period.

### **Scheduled Increases in Face Amount**

We will increase the Face Amount automatically on the dates and by the amounts shown in the Policy Specifications. These scheduled increases will continue until the earlier of:  
(a) the date We receive Your request, In Writing or in a manner satisfactory to Us, to discontinue future scheduled increases, or  
(b) the date We receive Your request, In Writing or in a manner satisfactory to Us, to decrease the Face Amount of Your Policy. Decreases in the Face Amount as a result of a withdrawal or a Death Benefit Option Change will not affect Your future scheduled increases.

**INCREASES AND  
DECREASES IN  
FACE AMOUNT  
(Continued)**

**Unscheduled Increases in Face Amount**

All unscheduled requests to increase the Face Amount must be applied for on a new application and will be subject to evidence of insurability satisfactory to Us. Any increase approved by Us will be effective on the Monthly Activity Date following our approval of such increase. Any unscheduled increase will be subject to additional Monthly Per \$1,000 Charges, additional Cost of Insurance Charges and additional Surrender Charges, all of which are based on the Attained Age of the Insured at the time of the increase. We will send You an endorsement describing these charges.

**Decreases in Face Amount**

At any time after the first Policy Year, you may request In Writing, or in a manner satisfactory to Us, to decrease the Face Amount. The minimum amount by which the Face Amount can be decreased is based on Our rules then in effect. Any decrease will be effective on the Monthly Activity Date following the date We receive Your request. The remaining Face Amount must not be less than Our minimum rules then in effect. If there have been any Face Amount increases, decreases will be applied to the most recent increase first then to the next most recent increase until the decrease has been fully applied.

**PREMIUMS**

**General**

The Initial Premium Payment must be received by Us prior to or upon delivery of the Policy and such payment must be sufficient to cover the Monthly Deduction Amount as of the Policy Date.

After the first premium has been paid, subsequent premiums can be paid at any time and in any amount, subject to the following limitations:

- (a) The minimum premium that We will accept for quarterly, semi-annual, and annual premium payments is the greater of (a) \$50; or (b) the amount required to keep the Policy in force.
- (b) For monthly, pre-authorized payments made by bank draft, the minimum premium that We will accept is the greater of (a) \$25; or (b) the amount required to keep the Policy in force.
- (c) If premiums are received which would cause the Policy to fail to meet the definition of a life insurance contract in accordance with the Internal Revenue Code, We may refund the excess premium payments. Such refunds and interest thereon will be made within 60 days after the end of a Policy Year.
- (d) We may require evidence of insurability any time a premium payment results in an increase in the Death Benefit greater than the amount of the premium.
- (e) Any premium received in excess of \$1,000,000 is subject to Our approval.

The actual amount and frequency of payments will affect Your Account Value and could affect the amount and duration of insurance provided by the Policy.

**How to Make Premium Payments**

Payments must be made payable to the Company shown on the first page of the Policy and sent to Us at the address shown on the premium notice. The premium will be applied on the date We receive it at the address shown on the premium notice. We will apply any amount received under the Policy as a premium unless it is clearly marked otherwise.

**Premium Reminder Notice**

If Your premium payment frequency is annual, semi-annual or quarterly, We will send You a premium reminder notice for the amount of the Planned Premium. The initial Planned Premium and payment frequency You selected are shown in the Policy Specifications. You may change the amount of Your Planned Premium subject to Our premium limitations.

**ACCOUNT VALUE,  
CASH VALUE  
AND CASH  
SURRENDER VALUE**

**Account Value**

Your Account Value on the Policy Date equals the initial Net Premium less the Monthly Deduction Amount for the first Policy month.

On each subsequent Monthly Activity Date, Your Account Value equals:

- (a) the Account Value on the previous Monthly Activity Date; plus
- (b) the Net Premiums received since the last Monthly Activity Date; plus
- (c) interest credited since the last Monthly Activity Date; minus
- (d) the appropriate Monthly Deduction Amount taken on that date; minus
- (e) any Withdrawals taken since the last Monthly Activity Date.

On each day other than a Monthly Activity Date, Your Account Value equals:

- (a) the Account Value on the previous Monthly Activity Date; plus
- (b) the Net Premiums received since the last Monthly Activity Date; plus
- (c) interest credited since the last Monthly Activity Date; minus
- (d) any Withdrawals taken since the last Monthly Activity Date.

**Cash Value**

Your Cash Value is equal to the Account Value less any applicable Surrender Charges.

The Cash Values provided by the Policy are not less than the minimum values and benefits required by the insurance laws of the state in which the Policy is issued and delivered. A detailed statement of the method of computation of Cash Values has been filed, as required, with the insurance department of the state in which the Policy is issued and delivered.

**Cash Surrender Value**

Your Cash Surrender Value is equal to Your Cash Value minus the Indebtedness, if any.

**INTEREST CREDITS**

**Credits to Your Account Value**

Interest will be credited monthly to the Account Value. The monthly interest rate will be a rate equivalent to an annual effective rate at least equal to the Minimum Account Value Interest Rate shown in the Policy Specifications. In addition, We may credit interest at rates greater than the Minimum Account Value Interest Rate.

**MONTHLY  
DEDUCTION  
AMOUNT**

**General**

On each Monthly Activity Date, We will deduct an amount from Your Account Value to pay Us for providing the benefits of the Policy. This amount is called the Monthly Deduction Amount. On each Policy Anniversary We will determine the rates used to calculate the Monthly Deduction Amount for that Policy Year. These rates will not exceed the maximum rates shown in the Policy Specifications. Actual rates will be determined based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any change we make will be on a uniform basis for Insureds of the same Issue Age, Sex (if applicable), Insurance Class, Initial Face Amount, net amount at risk, Death Benefit Option, and the length of time coverage has been in-force.

**MONTHLY  
DEDUCTION  
AMOUNT  
(Continued)**

**Determining the Total Monthly Deduction Amount**

The Monthly Deduction Amount equals:

- (a) the Cost of Insurance Charge; plus
- (b) the Monthly Administrative Charge; plus
- (c) the Monthly Per \$1,000 Charge; plus
- (d) the charges for additional benefits provided by rider, if any.

**Cost of Insurance**

The Cost of Insurance for any Monthly Activity Date is equal to:

- (a) the Cost of Insurance Rate per \$1,000; multiplied by
- (b) the amount at risk; divided by
- (c) \$1,000.

On any Monthly Activity Date, the Amount at Risk equals the Death Benefit less the Account Value on that date prior to assessing the Monthly Deduction Amount. If there have been any Face Amount increases, the Amount at Risk will be applied to the most recent increase first then to the next most recent increase until the Amount at Risk has been fully applied.

**Monthly Administrative Charge**

The Monthly Administrative Charge will not exceed the amount(s) shown in the Policy Specifications.

**Monthly Per \$1,000 Charge**

The Monthly Per \$1,000 Charge is equal to:

- (a) the Monthly Per \$1,000 Charge Rate shown in the Policy Specifications; multiplied by
- (b) the Initial Face Amount; divided by
- (c) \$1,000.

**INSURANCE CLASS  
CHANGES**

**General**

Based on Our administrative rules in effect and upon providing satisfactory evidence to Us, You may request to change the insurance class to a more favorable class. Only future cost of insurance rates will be based on the more favorable class and all other contract terms and provisions will remain as established at issue. No change in insurance class or cost will occur on account of deterioration of the Insured's health. Any decrease in cost of insurance rates resulting from a request to change the insurance class and for which evidence of insurability was obtained cannot be revoked after the change in insurance class has been in force, during the Insured's lifetime, for two years from the effective date of the change. Revocation will occur if the evidence of insurability contained inaccurate information which, had We known it was inaccurate at the time of the class change, would have caused Us to not approve the change.

If We revoke an insurance class change, Your Account Value will be reduced. The amount of the reduction will equal the additional Cost of Insurance Charges that would have been deducted from Your Account Value, based on the original insurance class, from the time of the change until the time of the revocation. If the Insured dies during such period, the Death Benefit will be reduced by the additional Cost of Insurance Charges.

**POLICY DEFAULT  
AND GRACE  
PERIOD**

**Policy Default**

During the first five Policy Years, the Policy will go into default on any Monthly Activity Date when the Cash Value, less Indebtedness, is not sufficient to cover the Monthly Deduction Amount and the No Lapse Guarantee is not available.

Beginning in the sixth Policy Year and thereafter, the Policy will go into default on any Monthly Activity Date when:

- (a) the Account Value is not sufficient to cover the Monthly Deduction amount; or
- (b) the Indebtedness equals or exceeds the Cash Value.

If the Policy goes into default, We will send You a notice warning You that the Policy is in danger of terminating. This notice will be mailed 61 days prior to termination of coverage. It will be mailed both to You and to any assignee of record, at the last known address(es). This notice will tell You the minimum premium required to keep the Policy from terminating and the date such premium must be received by Us. This minimum premium will never be greater than an amount which results in a Cash Surrender Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default.

**Policy Grace Period**

We will keep the Policy in force for the 61-day period following the date We mail You the notice. We call that period the Policy Grace Period. However, if We have not received the required payment specified in the notice by the end of the Policy Grace Period, the Policy will terminate.

If the Insured dies during the Policy Grace Period, We will pay the Death Proceeds.

**No Lapse Guarantee**

A No Lapse Guarantee is available as long as the Policy is in the No Lapse Guarantee Period, shown on Page 3, and the cumulative premiums paid into the Policy, less Indebtedness and less Withdrawals from the Policy, equal or exceed the Cumulative No Lapse Guarantee Premium.

**No Lapse Guarantee Premium**

The No Lapse Guarantee Premium is shown on Page 3. If there is any increase or decrease in the Face Amount, or any change in rider coverage or a change in insurance class, a new monthly No Lapse Guarantee Premium will be calculated. We will send You a notice of the new Monthly No Lapse Guarantee Premium, which will be used in calculating the Cumulative No Lapse Guarantee Premium in subsequent months.

**REINSTATEMENT**

**General**

Unless the Policy has been surrendered for its Cash Surrender Value, the Policy may be reinstated provided:

- (a) You make Your request In Writing within three years from the Termination Date;
- (b) satisfactory evidence of insurability is submitted;
- (c) the Insured is alive on the date of Reinstatement;
- (d) any Indebtedness at the time of termination must be repaid or carried over to the reinstated Policy; and
- (e) You pay premium equal to or greater than the sum of:
  - 1. an amount necessary to cover all Monthly Deduction Amounts that are due and unpaid during the Policy Grace Period. You will be charged only for the time period You had coverage under the Policy; and
  - 2. an amount necessary to keep the Policy in force for three months after the date of reinstatement.

The reinstatement will be effective as of the date all the conditions listed in a. through e. above are met.

## **REINSTATEMENT (Continued)**

The Account Value on the reinstatement date will equal:

- (a) Net Premiums attributable to premiums paid at the time of reinstatement; minus
- (b) the Monthly Deduction Amounts that were due and unpaid during the policy grace period; plus
- (c) any Indebtedness carried over to the reinstated Policy; plus
- (d) the Surrender Charges at the time of reinstatement if the Policy is reinstated during the first five Policy Years.

The Surrender Charges for the reinstated Policy will be based on the duration from the original Policy Date as though the Policy had never defaulted.

## **POLICY LOANS**

### **General**

At any time while the Policy is in force and the Policy has a Cash Surrender Value, You may obtain a loan from Us. We will hold the Policy as sole security for repayment of any such loans taken. We may defer granting a loan, for the period permitted by law but not more than six months, unless the loan is to be used to pay premiums on any policies You have with Us.

### **Loan Amounts**

Any new loan taken may not exceed the Cash Surrender Value on the date We grant a loan. The minimum loan amount that We will allow is \$500. Before advancing the loan amount, We may withhold an amount sufficient to pay interest on total Indebtedness to the end of the Policy Year and any Monthly Deduction Amounts due on or before the next Policy Anniversary.

When You take a loan, a portion of the Account Value, equal to the amount of the loan, is segregated in the Account Value to serve as collateral for the loan. This portion of the Account Value is called the Loaned Account Value and will be credited with interest as described in the Interest Credited to Loaned Account Value provision below.

### **Indebtedness**

Indebtedness is money that is owed to Us as a result of outstanding loan(s) we have granted using the Policy as sole security and equals:

- (a) all outstanding loans taken;
- (b) any interest charged to Indebtedness; minus
- (c) any loan repayments.

Indebtedness will reduce the Death Proceeds payable and the surrender value of the Policy.

### **Interest Charged To Indebtedness**

Any Indebtedness will be charged with interest at a rate equal to the Policy loan interest rate determined by Us. We will set this rate annually at the beginning of each calendar year and it will be in effect from the Policy Anniversary in that calendar year until the next Policy Anniversary in the following calendar year. The maximum variable Policy loan interest rate that We will charge will never exceed the greater of:

- (a) the Minimum Account Value Interest Rate shown in the Policy Specifications plus 1% annually; and
- (b) the Monthly Average of the Composite Yield on Seasoned Corporate Bonds as published by Moody's Investors Service, Inc. for the calendar month ending two months prior to the beginning of the calendar year. If this average is no longer published, a substitute allowed by the Insurance Commissioner of the state where the Policy was issued and delivered will be used.

However, such rate will never exceed the maximum variable rate required by the insurance laws of the state where the Policy is issued and delivered.

We may increase the Policy loan interest rate only when the maximum variable loan interest rate as determined in (a) and (b) above is at least  $\frac{1}{2}\%$  higher than the Policy loan interest rate in effect for the prior calendar year. We will reduce the Policy loan interest rate when the maximum variable loan interest rate as determined in (a) and (b) above is at least  $\frac{1}{2}\%$  lower than the Policy loan interest rate in effect for the prior calendar year.

## **POLICY LOANS (Continued)**

Interest charged to Indebtedness will accrue daily. Any interest accrued will be added to Indebtedness and will be charged the same Policy loan interest rate.

We will notify You of the Policy loan interest rate for the Policy at the time a Policy loan is requested. If there is any Indebtedness on the Policy, We will notify You of any change in the Policy loan interest rate.

### **Interest Credited to Loaned Account Value**

The interest rate will be a daily rate equivalent to an annual effective interest rate at least equal to the Minimum Account Value Interest Rate as shown in the Policy Specifications. In addition, We may credit interest at rates greater than the Minimum Account Value Interest Rate.

Because the interest charged on Indebtedness may exceed the rate credited to the Loaned Account Value, the Indebtedness may grow faster than the Loaned Account Value. If this happens, any difference between the value of the Loaned Account Value and the Indebtedness will be transferred on each Monthly Activity Date from Your Account Value to the Loaned Account Value.

### **Loan Repayments**

All or part of a loan may be repaid at any time while the Policy is in force and the Insured is alive. However, each repayment must be at least \$50 or the amount of outstanding Indebtedness. Such repayments must be clearly identified In Writing as a loan repayment.

### **Termination Due to Excessive Indebtedness**

The Policy will go into default on any Monthly Activity Date on which the Indebtedness equals or exceeds the Cash Value. Refer to the Policy Default and Grace Period section for more information.

## **WITHDRAWALS**

### **General**

You may request a withdrawal In Writing after the first Policy Anniversary. Upon such withdrawal, the Account Value will be reduced by an amount equal to the withdrawal. The amount available for withdrawal is the Cash Surrender Value, less \$1,000. The minimum withdrawal allowed is \$500. A charge of up to \$10 may be assessed for each withdrawal. One withdrawal per calendar month is allowed.

If the Death Benefit Option then in effect is Option A (Level Option) or Option C (Return of Premium Option), the Face Amount will be reduced by the amount equal to the reduction in the Account Value resulting from the withdrawal.

If the Death Benefit Option then in effect is Option B (Return of Account Value Option), the Face Amount will not be reduced.

If the Death Benefit Option then in effect is Option D (Decreasing Option), the withdrawal will result in a reduction in the Option Adjustment Amount, but the Option Adjustment Amount will not be allowed to become negative. If the Option Adjustment Amount becomes zero, any remaining and/or additional withdrawal amounts will result in a reduction in the Face Amount.

## **SURRENDERS**

### **General**

While the Policy is in force, You may surrender the Policy to Us. The Policy, and additional benefits provided by rider, are then cancelled as of the day We receive Your request In Writing or the date You request the surrender, whichever is later. We will then pay You the Cash Surrender Value as of that date.

## **PAYMENTS BY US**

### **Deferral of Payments**

We may defer payment of any Cash Surrender Values, Withdrawals and loan amounts, for up to six months from the date of the request. If We defer payment for more than 30 days, We will pay interest at the Minimum Account Value Interest Rate on the amount deferred.

## **THE CONTRACT**

### **Entire Contract**

The Policy, the attached copy of the initial application, any applications for reinstatement, all subsequent applications to change the Policy, any endorsements or riders and all additional policy information sections added to the Policy are the entire contract. The contract is made in consideration of the application and the payment of the initial premium. We will not use any statement to cancel the Policy or to defend a claim under it, unless that statement is contained in an attached written application. All statements in the application will, in the absence of fraud (as determined by a court of competent jurisdiction), be deemed representations and not warranties.

### **Contract Modification**

The only way this contract may be modified is by a written agreement signed by Our President, or one of Our Vice Presidents, Secretaries or Assistant Secretaries.

### **Tax Status**

The Policy is intended to qualify as a life insurance contract for federal tax purposes and the Death Benefit under the Policy is intended to qualify for the federal income tax exclusion. The provisions of the Policy, including any rider or endorsement, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary.

### **Non-Participation**

The Policy is non-participating. It does not share in Our surplus earnings, so You will receive no Policy dividends under it.

### **Misstatement of Age and/or Sex**

If, on the date of death of the Insured the Issue Age of the Insured is understated, or the sex of the Insured (if applicable) is incorrectly stated such that it resulted in lower Costs of Insurance, the Death Benefit will be reduced to the Death Benefit that would have been provided by the last Cost of Insurance charge at the correct Issue Age and/or sex.

If, on the date of death of the Insured the Issue Age of the Insured is overstated, or the sex of the Insured (if applicable) is incorrectly stated such that it resulted in higher Costs of Insurance, the Death Benefit will be increased by an amount equal to the excess Costs of Insurance prior to the date of the Insured's death.

Excess Cost of Insurance Charges equal the sum of the following for each Monthly Activity Date:

- (a) the amount at risk on each Monthly Activity Date; multiplied by
- (b) the difference between the actual Cost of Insurance rate used to determine Monthly Deduction Amounts and the Cost of Insurance rate based on the true age and sex of the Insured; divided by
- (c) 1,000.

**THE CONTRACT  
(Continued)**

**Suicide**

If, within two years from the Date of Issue, the Insured dies by suicide, while sane or insane, Our liability will be limited to the premiums paid less Indebtedness and less any Withdrawals.

If, within two years from the effective date of any increase in the Face Amount for which evidence of insurability was obtained, the Insured dies by suicide, while sane or insane, Our liability with respect to such increase will be limited to the cost of insurance charges for the increase.

**Incontestability**

We will not contest the validity of this Policy, except for nonpayment of premium, after it has been in force during the Insured's lifetime for two years from the Date of Issue. This provision does not apply to any rider providing accidental death or disability benefits.

For any increase in coverage after the Date of Issue or any reinstatement, we will not contest the validity of such increase or reinstatement after such increase or reinstatement has been in force during the Insured's lifetime for two years from the effective date of the increase or reinstatement. However, such a contest shall be limited to material misrepresentations in the evidence of insurability provided to Us in the application for increase or reinstatement.

**Annual Report**

We will send You a report at least once each Policy Year showing:

- (a) the current Account Value, Cash Surrender Value and Face Amount;
- (b) the premiums paid, Monthly Deduction Amounts, loans and Withdrawals since the last report;
- (c) the interest credited since the last report;
- (d) the amount of any Indebtedness;
- (e) notifications required by the provisions of the Policy; and
- (f) any other information required by the Insurance Department of the state where the Policy was issued and delivered.

**Projection of Benefits and Values**

We will provide You with an illustrative report upon request. We may require payment of a service fee (unless prohibited by state law).

**OWNERSHIP AND  
BENEFICIARY**

**Change of Owner or Beneficiary**

The Owner and Beneficiary will be those named in the application until You change them. To change the Owner or Beneficiary(ies), notify Us In Writing while the Insured is alive. For changes to a designation of an irrevocable Beneficiary, We will also require the consent of the named irrevocable Beneficiary, if living. After We receive written notice, the change will be effective as of the date You signed such notice, whether or not the Insured is living when We receive it. However, the change will be subject to any payment We made or actions We may have taken before We received the request.

**OWNERSHIP AND  
BENEFICIARY  
(Continued)**

**Death of Beneficiary**

If any named Beneficiary dies before the Insured, that person's interest in this Policy ends, unless such Beneficiary has been named as an irrevocable Beneficiary. If a named Beneficiary dies at the same time as the Insured, or within fifteen days after the Insured's death, that person's interest ends as though the Beneficiary died before the Insured. Unless Your Beneficiary designation states otherwise, the Death Benefit will be paid as follows:

- (a) to the primary Beneficiary(ies) who survive(s) the Insured, or if there are none;
- (b) to the contingent Beneficiary(ies) who survive the Insured;
- (c) if no Beneficiary survives the Insured, we will pay the Death Proceeds to You, if You are living, otherwise, We will pay the proceeds to Your estate;
- (d) if multiple Beneficiaries are named to share the Death Proceeds equally, We will pay the Death Proceeds to the survivor(s) in equal shares;
- (e) if multiple Beneficiaries are named to receive unequal shares of the Death Proceeds, We will pay the Death Proceeds to the survivors on a pro rata basis and if there is only one surviving multiple Beneficiary, We pay all of the proceeds to that Beneficiary.

**Assignment**

You may assign the Policy. Until You notify Us In Writing, no assignment will be effective against Us. We are not responsible for the validity of any assignment.

**Owner's Rights**

While the Insured is alive and no Beneficiary is irrevocably named, You may:

- (a) exercise all the rights and options that the Policy provides or that We permit;
- (b) assign the Policy; and
- (c) agree with Us to any change to the Policy.

**TERMINATION**

**Termination**

The Policy will terminate upon the earliest of the following events:

- (a) the surrender of the Policy; or
- (b) the end of the policy grace period when premiums sufficient to keep the Policy from terminating are not paid; or
- (c) the date the Insured dies.

**CONTINUATION  
BEYOND THE  
INSURED'S  
ATTAINED AGE 120**

**General**

On the Policy Anniversary on or following the date on which the Insured has attained age 120, the following will occur:

- (a) the Death Benefit Option will be changed to Option A (Level Option) with no evidence of insurability being required;
- (b) the Face Amount will be set equal to the Death Benefit;
- (c) no future Monthly Deduction Amounts will be deducted from Your Account Value;
- (d) the Account Value will continue to be valued as described in the Account Value, Cash Value and Cash Surrender Value provision;
- (e) any loans that are in effect will continue to accrue interest and become part of any Indebtedness;
- (f) loan repayments may be made;
- (g) no new loans or Withdrawals can be requested; and
- (h) no further premiums will be accepted.

The provision above will in no way modify the Termination provision of any rider(s) attached to this Policy.

Please be aware the Policy may terminate due to excessive Indebtedness.

This policy may not qualify as life insurance under federal tax law after the Insured has attained age 100 and may be subject to adverse tax consequences. Your tax advisor should be consulted before You choose to continue the policy beyond age 100.

**PAYMENT OF  
DEATH PROCEEDS**

**Generally**

The Death Proceeds of this Policy will be paid in one lump sum unless You or the Beneficiary elect one of the Income Settlement Options described below. If the Death Proceeds are paid in one lump sum and the payment is \$10,000 or greater, the Death Proceeds may be held in Our General Account and we may establish an interest-bearing draft account ("Safe Haven Account") in the name of the Beneficiary. The Beneficiary may then write drafts as desired, subject to Our rules then in effect regarding minimum draft amounts and balances. We do reserve the right to discontinue offering the Safe Haven Account at anytime and in such event, any remaining balance in the Safe Haven Account will be paid to the Beneficiary in one sum.

**INCOME  
SETTLEMENT  
OPTIONS**

**Availability**

All or parts of the proceeds of this Policy may, instead of being paid in one sum, be left with Us under any one or a combination of the following options, subject to Our minimum amount requirements on the date of election.

If any payee is a corporation, partnership, association, assignee, or fiduciary, an option may be chosen only with Our consent.

**Death of Payee**

If the payee dies while receiving payments under one of the options below, We will pay the following:

- (a) any principal and accrued interest remaining unpaid under Option 1 or 2.
- (b) the present value of remaining unpaid payments, if any, under Option 3. The interest rate used to determine the present value of payments will be the interest rate used to determine the amount of each certain payment.

Any such amount will be paid in one sum to the payee's estate.

**Option 1 - Interest Income**

Payments of interest at the rate We declare, but not less than 2% per year, on the amount left under this option.

**Option 2 - Income of Fixed Amount**

Equal payments of the amount chosen until the amount left under this option, with interest of not less than 2% per year, is exhausted. The final payment will be for the balance only.

**Option 3 - Income for Fixed Period**

Payments, determined from the table below, are guaranteed for the number of years chosen and based on interest of not less than 2% per year. The first payment will be due on the date proceeds are applied under this option.

Monthly Payments		Monthly Payments	
Number of Years	per \$1,000 of Proceeds	Number of Years	per \$1,000 of Proceeds
1	\$84.09	8	\$11.25
2	42.46	9	10.10
3	28.59	10	9.18
4	21.65	15	6.42
5	17.49	20	5.04
6	14.72	25	4.22
7	12.74	30	3.68

**INCOME  
SETTLEMENT  
OPTIONS  
(Continued)**

To convert the monthly payments shown in the table for Option 3 to quarterly, semi-annual or annual payments, multiply by the following factors:

<b>PAYMENT INTERVAL</b>	<b>FACTOR</b>
Quarterly	2.99
Semi-annual	5.96
Annual	11.84

**Other Options**

Other options may be arranged with Our consent at interest rates determined by Us.

**Hartford Life and Annuity Insurance Company  
Hartford, Connecticut 06104-2999  
(A stock insurance company)  
(the "Company")**

**For more information or assistance regarding Your Policy, You may contact Us at the following address:**

**Individual Life Operations  
[P.O. Box 64582  
St. Paul, Minnesota 55164-0582  
Telephone Number: 1-800-243-5433]**

**Flexible Premium Universal Life Insurance Policy  
Death Proceeds Payable at Death of the Insured as described On Page 7  
Adjustable Death Benefit as described under Increases and Decreases in Face Amount on Page 8  
See Insurance Class shown on Page 3  
Premiums Payable as shown on Page 3  
Non-Participating**



**FLEXIBLE PREMIUM  
UNIVERSAL LIFE INSURANCE POLICY**

POLICY NUMBER: UL0000001

## POLICY SPECIFICATIONS

### POLICY CHARGES

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#### DEDUCTIONS FROM PREMIUM PAYMENTS

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<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
<b>Tax Charge:</b>	ALL	[1.75%]*

\* THE TAX PERCENTAGE RATE DEPENDS UPON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY. IF YOUR RESIDENT STATE OR MUNICIPALITY CHANGES OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS TAX RATE, THE TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE.

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#### MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

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	<u>POLICY YEARS</u>	<u>CHARGE OR PERCENT OF VALUE</u>
<b>Monthly Administrative Charge:</b>	ALL	\$10.00 PER MONTH
<b>Monthly Per \$1,000 Charge Rate:</b>	1-7	[0.1474] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT

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POLICY NUMBER: UL0000001

## POLICY SPECIFICATIONS

### POLICY CHARGES

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#### MAXIMUM SURRENDER CHARGES

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POLICY YEAR	SURRENDER CHARGE
1	[\$2,028.00
2	\$1,991.00
3	\$1,955.00
4	\$1,918.00
5	\$1,881.00
6	\$1,844.00
7	\$1,806.00
8	\$1,769.00
9	\$1,731.00
10	\$1,693.00
11	\$1,337.00
12	\$980.00
13	\$638.00
14	\$311.00]
15+	0

POLICY NUMBER: UL0000001

**POLICY SPECIFICATIONS**  
**TERM LIFE RIDER SPECIFICATIONS**

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DESIGNATED INSURED: JOHN DOE

**TABLE TERM LIFE RIDER**  
**MONTHLY MAXIMUM RATES (PER \$1,000 OF RIDER BENEFIT)**

ATTAINED AGE	MAXIMUM RATE	ATTAINED AGE	MAXIMUM RATE
[35	0.090833	78	4.537500
36	0.095833	79	5.072500
37	0.100000	80	5.655833
38	0.107500	81	6.320000
39	0.114167	82	7.011667
40	0.121667	83	7.757500
41	0.131667	84	8.583333
42	0.144167	85	9.505833
43	0.158333	86	10.528333
44	0.175000	87	11.645000
45	0.194167	88	12.841667
46	0.212500	89	14.104167
47	0.232500	90	15.421667
48	0.244167	91	16.660833
49	0.257500	92	17.952500
50	0.276667	93	19.315000
51	0.299167	94	20.754167
52	0.330000	95	22.265833
53	0.363333	96	23.649167
54	0.405833	97	25.124167
55	0.458333	98	26.698333
56	0.511667	99	28.378333
57	0.569167	100	30.175000
58	0.618333	101	31.600833
59	0.675000	102	33.120000
60	0.743333	103	34.736667
61	0.826667	104	36.456667
62	0.928333	105	38.260833
63	1.042500	106	40.179167
64	1.162500	107	42.218333
65	1.289167	108	44.385833
66	1.417500	109	46.688333
67	1.547500	110	49.132500
68	1.687500	111	51.728333
69	1.832500	112	54.483333
70	2.008333	113	57.409167
71	2.205000	114	60.512500
72	2.463333	115	63.805833
73	2.735833	116	67.299167
74	3.022500	117	71.004167
75	3.335833	118	74.935000
76	3.677500	119	79.101667]
77	4.074167		

THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE MORTALITY TABLE AS SHOWN IN THE POLICY SPECIFICATIONS. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING.

SERFF Tracking Number: HARL-126404049 State: Arkansas  
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 44579  
 Company Tracking Number: LA-1308(08)REV  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: Flexible Premium Universal Life Insurance Policy  
 Project Name/Number: Founders II/LA-1308(08)Rev

## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

AR Certification - Rule 19.pdf  
 AR Cert Actuarial - Bulletin 11-83.pdf  
 AR Certification Actuarial - Reg 34.pdf  
 CONSENT TO SUBMIT RATES Bulletin 11-83.pdf  
 Readability Certification.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Application

**Comments:**

Application HL-15911(09) was approved by the Department on 06/29/2009 under state tracking number 42773.

**Item Status:** **Status Date:**

**Bypassed - Item:** Health - Actuarial Justification

**Bypass Reason:** n/a - this is not a health submission.

**Comments:**

**Item Status:** **Status Date:**

**Bypassed - Item:** Outline of Coverage

**Bypass Reason:** n/a - this is not a health submission.

**Comments:**

**Item Status:** **Status Date:**



**ARKANSAS  
POLICY FORM CERTIFICATION**

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

Form Number(s): LA-1308(08)Rev

Form Title(s): Flexible Premium Universal Life Insurance Policy

By my signature below, I hereby certify that I have reviewed the enclosed policy form(s) and certify that the form(s) submitted meets the provisions of Rule 19 entitled "Unfair Discrimination in Sale of Insurance" as well as all applicable requirements of the Arkansas Insurance Department.

Signed:



Date

Lenore Paoli, AVP, Business Practices and Compliance

January 13, 2010

**CERTIFICATION OF COMPLIANCE  
WITH ARKANSAS BULLETIN NO. 11-83 ENTITLED  
“GUIDELINES FOR NON-GUARANTEED COSTS ON PARTICIPATING AND NON-PARTICIPATING  
LIFE INSURANCE”**

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

I hereby certify that these guidelines have been reviewed and that this submission complies with the Guidelines for Non-Guaranteed Costs on Non-Participating Life Insurance.

A handwritten signature in dark ink, reading "Paul M. Fischer". The signature is written in a cursive style with a horizontal line underneath the name.

Paul Fischer, FSA, MAAA  
AVP & Actuary, ILD Product Development

**CERTIFICATION OF COMPLIANCE  
WITH ARKANSAS RULE AND REGULATION 34  
ENTITLED "UNIVERSAL LIFE INSURANCE"**

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

I hereby certify that these guidelines have been reviewed and that this submission complies with Arkansas Rule and Regulation 34, which includes Section 6 (Valuation) and Section 7 (Non-forfeiture).

When calculating the reserves under the minimum reserve method in Rule and Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.

A handwritten signature in dark ink, reading "Paul M. Fischer". The signature is written in a cursive style with a horizontal line underneath the name.

Paul Fischer, FSA, MAAA  
AVP & Actuary, ILD Product Development

Paul Fischer, FSA, MAAA  
AVP & Actuary, ILD Product Development

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Title and Position

## Readability Certificate

I hereby certify that the forms referenced below have each been scored in their entirety using the Flesch Ease of Reading Test and have attained the score indicated. I further certify that, to the best of my knowledge and belief, said forms comply with state readability requirements and are printed in not less than ten point type, one point leaded.

The readability score was calculated by computer. The software used for this calculation was Microsoft Word.

Form Number  
LA-1308(08)Rev

Flesch Score  
50.0

Hartford Life and Annuity Insurance Company  
NAIC Number 71153-091



Signature of Insurance Company Officer

Lenore Paoli, AVP, ILD Business Practices and Compliance  
Typed Name and Title

**Hartford Life and Annuity Insurance Company**  
**Statement of Variability for:**  
**Individual Flexible Premium Universal Life Policy Specification Pages**

**Variable Text Denoted by Brackets**  
**Date: 11/18/2009**

**Pages 3, 3U**

Issue Age	0-85
Insurance Class	Preferred Plus Non-Nicotine Preferred Non-Nicotine Preferred Nicotine Standard Nicotine Standard Non-Nicotine
Initial Face Amount	\$50,000 - \$999,999,999 – will vary based on Applicant specific information
Death Benefit Options	A, B, C and D as described in the Policy - A, B and C are available at issue and will vary based on Applicant specific information
Death Benefit Option C Limit	\$5,000,000
Initial Planned Premium	Applicant specific information
Payment Frequency	Annual, semi-annual, quarterly, monthly
No Lapse Guarantee Period	5 years
Monthly No Lapse Guarantee Premium	The NLG Premium is an optional premium that secures the guarantee. The NLG Premium is the greatest of: A tabular premium per \$1000 of current Face Amount, an Endowment premium, or the Minimum Initial Premium.
Life Insurance Test	Guideline Premium Test or Cash Value Accumulation Test based on Application specific information

**Page 3A**

Tax charge	State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered. If the resident state or municipality changes or if the state or municipality changes its tax rate, the tax rate will change to equal that new rate.
Monthly Per \$1,000 Charge Rate	Charge - 0.0300 to 5.5000 - will vary based on Applicant specific information

**Page 3B**

Surrender Charges	0.00 – 60.00 (annual per \$1,000) - will vary based on Applicant specific information
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**Page 3C**

Scheduled Face Amount Increases	Applicant specific information
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**Page 3D and 3DU**

Table of Minimum Death Benefit Percentages and Monthly Maximum Cost of Insurance Rates per \$1,000	Maximum Cost of Insurance Rates per \$1,000 of net amount at risk: 0.040000 – 83.333333 will vary based on Applicant specific information
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**Page 4**

Term Insurance Rider Specifications	First Year Monthly Term Insurance Charge – minimum and maximum Guaranteed cost of insurance rates same as base policy Guaranteed Cost of Insurance Charges
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**Hartford Life and Annuity Insurance Company**  
**Statement of Variability for:**  
**Individual Flexible Premium Universal Life Policy Alternate Plan Design Specification Pages**

**Variable Text Denoted by Brackets**  
**Date: 11/18/2009**

**Page 3A**

Tax charge	State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered. If the resident state or municipality changes or if the state or municipality changes its tax rate, the tax rate will change to equal that new rate.
Monthly Per \$1,000 Charge Rate	Charge - 0.03 to 5.5000 - will vary based on Applicant specific information

**Page 3B**

Surrender Charges	0.00 – 60.00 (annual per \$1,000) - will vary based on Applicant specific information
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